

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NO. SC0600-00-0716		PAGE 1 of 31	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NO. SP0600-00-R-0081	
7. FOR SOLICITATION INFORMATION CALL		a. NAME Larry Fratis/Helen Yamada		b. TELEPHONE NO. (No collect calls) 703 767- 9418/9412		6. SOLICITATION ISSUE DATE August 4, 2000	
9. ISSUED BY DEFENSE ENERGY SUPPLY CENTER ALTERNATIVE FUELS (DESC-APE) 8725 JOHN J. KINGMAN RD, Suite 4950 FORT BELVOIR, VA 22060-6222 BUYER/SYMBOL: L. Fratis/H. Yamada, DESC-APE		CODE		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 4911 SIZE STD: 4 million megawatt hours		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO DEFENSE ENERGY SUPPLY CENTER ALTERNATIVE FUELS (DESC-APE) Attn: BID CUSTODIAN 8725 JOHN J. KINGMAN RD, Suite 4950 FORT BELVOIR, VA 22060-6222		CODE		16. ADMINISTERED BY		CODE	
17a. CONTRACTOR/		CODE		18a. PAYMENT WILL BE MADE BY		CODE	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Various DoD, DoE, and VAMC installations in Illinois			430,748,231	kWh		
<i>(Attach Additional Sheets as Necessary)</i>							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: <input type="checkbox"/>			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER		34. VOUCHER NUMBER	
				<input type="checkbox"/> PARTIAL		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT REPRESENTATIVE				32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/>	
				38. S/R ACCOUNT NO.		39. S/R VOUCHER NO.	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (Print)		40. PAID BY	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		42b. RECEIVED AT (Location)	
				42c. DATE REC'D (YY MM DD)		42d. TOTAL CONTAINERS	

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SEE REVERSE FOR OMB CONTROL
NUMBER AND PAPERWORK BURDEN STATEMENT

STANDARD FORM 1449 (10-95)
Prescribed by GSA - FAR (48 CFR) 53.212

91.2102

Continuation of Block 8 1449:

Receipt of Offers, technical and pricing data (Attachement III) for the subject Illinois Installation is as follows:

- Due by 3:00 p.m., local Fort Belvoir, VA time on September 13, 2000 (For Fermi, Argonne, & Naval Training Center Great Lakes ONLY)
 1. Certifications and Representations,
 2. Technical/Management Proposal,
 3. Past Performance Proposal, and
 4. Socioeconomic Proposal
 5. Projection of anticipated line items on which an offer will probably be made
- Due by 3:00 p.m., local Fort Belvoir, VA time on September 18, 2000 (For Fermi, Argonne, & Naval Training Center Great Lakes ONLY)
 1. Standard Form 1449,
 2. Attachment III, Offer price Submission Sheets, and "Offeror calculated price to compare" for each offered line item, where "price to compare" equals the total electric utility bill minus the portion of the tariff billed as UDC charges.
- Due by 2:00 p.m., local Fort Belvoir, VA time on October 18, 2000 (For line items other than Fermi, Argonne, & Naval Training Center Great Lakes)
 1. Standard Form 1449,
 2. Attachment III, Offer price Submission Sheets, and "Offeror calculated price to compare" for each offered line item, where "price to compare" equals the total electric utility bill minus the portion of the tariff billed as UDC charges.

B1.06.100 SUPPLIES TO BE FURNISHED (ELECTRICITY)

- (a) The contract quantities shown below are best estimates only of the Government's requirements for the contract period. The Contractor shall furnish all labor, material, tools, equipment, and incidentals to supply and deliver electricity as defined in the STATEMENT OF WORK/SPECIFICATIONS clause. Contract performance shall be accomplished in accordance with the terms and conditions of this contract.
- (b) As used throughout this solicitation/contract, kWh means kilowatt-hour, kW means kilowatt, ComEd means Commonwealth Edison, CILCO means Central Illinois Light Company, IL Power means Illinois Power, USD means U.S. Dollar and Renewable Energy is, as defined by Executive Order 13123, Section 710, energy produced by solar, wind, geothermal, and biomass power.
- (c) The Government is soliciting offers for supply and transmission of electricity and ancillary services for the following locations:

Line Items	Location	Number of Accounts	Spreadsheet(s)
1700	Fermi National Accelerator Laboratory	1	Fermi.xls
1705	Argonne National Laboratory	1	Argonne.xls
1715	Great Lakes Naval Training Center	1	GreatLakes.xls
1725	Veterans Administration Medical Centers	4	VA.xls
1730	Army 88 th Regional Support Command	22	88thRSC.xls
1735	Navy Public Works Center	7	NavyPWC.xls

Specifics for each line item can be found in the individual installation data spreadsheets, as stated above, incorporated into this solicitation. The information provided includes: Line Item Number, Location, Local Electric Utility, Current Tariff Rate, Utility Account Number, Contract Performance Period, Monthly Consumption and Demand Data, and Interval Data (where available).

- (d) The Government is soliciting offers on a firm fixed unit price basis for electricity and transmission to the point of receipt, as specified in this solicitation
- (e) Offerors may submit prices on all, some or none of the line items contained in the solicitation and may do so on a stand-alone basis and/or as one or more combinations of all-or-none offers (Attachment III). If an offeror chooses to submit more than one all or none offer, they may do so by submitting a separate Attachment III for each.

For DOE Line Items only the Government is soliciting two (2) per kWh unit price for each line item - one requiring 0% in excess of any mandatory state requirement for renewable and/or hydro energy and the other for an "**offeror-proposed**" percentage (in 1% increments up to 5%) of the total quantity to consist of renewable and/or hydro energy that meets or exceeds the mandatory state requirement.

Offeror must describe the type and source of renewable and hydro resources that will be used to provide the energy being offered.

Offerors intending to provide renewable energy from a green power program shall be accredited by the Center for Resource Solutions, an independent, non-profit organization, or an equivalent organization, that establishes green power criteria and a code of conduct and verifies that eligible renewable resources have been generated in sufficient quantities to supply customer demand.

More information on the Green Pricing Accreditation Initiative and its standards is available at the following website: <http://www.resource-solutions.org>

NOTE: Award will not be made to any aggregate or all-or-none offer unless the offer price for each line item is less than that of the shopping credit / price to compare under the applicable tariff(s).

- f. The Government is soliciting unit prices consistent with, and reflecting the structure of, the shopping credits established in the applicable tariffs. The following symbols have been established for the applicable line items:

(nsp) Non-Summer On-Peak

(nsf) Non-Summer Off-Peak

ADDENDUM I to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAY 1999)(Tailored paragraphs of FAR 52.212-4 are highlighted in **BOLD** text)

- (a) **Inspection/Acceptance.** The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --
- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
 - (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (b) **Assignment.** The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727).
- (c) **Changes.** Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) **Disputes.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C.601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, **Disputes**, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- (e) **Definitions.** The clause at FAR 52.202-1, **Definitions**, is incorporated herein by reference.
- (f) **Excusable delays.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- (g) **Invoice.** The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include --
- (1) Name and address of the Contractor;
 - (2) Invoice date;
 - (3) Contract number, contract line item number and, if applicable, the order number;
 - (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
 - (6) Terms of any prompt payment discount offered;
 - (7) Name and address of official to whom payment is to be sent; and
 - (8) Name, title, and phone number of person to be notified in event of defective invoice.
- Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C.3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.*
- (h) **Patent indemnity.** The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) **Payment.** Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C.3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. [If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause.] In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned,

payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

- (j) **Risk of loss.** Risk of loss of the electricity supplied under this contract shall remain with the Contractor until, and shall pass to the Government upon delivery to the delivery point specified in the Schedule.
- (k) **Taxes.**
 - (1) The contract price includes all applicable Federal, State, and Local taxes and duties in effect at contract signing.
 - (2) After-imposed Federal, State or Local tax, as used in this clause, means any new or increased Federal, State or Local excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced, or whose computation was later changed during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax, other employment taxes, or income tax. The contract price shall be increased by the amount of any after-imposed Federal, State, or Local tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal, State, or Local excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.
 - (3) After-relieved Federal, State or Local tax, as used in this clause, means any amount of Federal, State or Local excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date. The contract price shall be decreased by the amount of any after-relieved Federal, State, or Local tax. It does not include social security tax, other employment taxes, or income tax.
- (l) **Termination for the Government's convenience.** The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall cease deliveries hereunder at the date and time specified by the Government and shall cause any and all of its suppliers and subcontractors to cease work related to this contract prior to the date and time specified by the Government for the termination. Subject to the terms of this contract, the Contractor shall be paid for electricity delivered under the contract prior to the date and time specified by the Government for the termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any costs incurred which reasonably could have been avoided.
- (m) **Termination for cause.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) **Title.** Title to the electricity supplied by the Contractor under this contract shall pass to the Government upon delivery at the delivery point specified in the Schedule. The Contractor warrants that the electricity delivered to the Government under this contract will be free and clear of all liens, claims and encumbrances arising prior to delivery at the delivery point specified in the Schedule.
- (o) **Warranty.** The Contractor warrants and implies that the electricity delivered hereunder conforms to the tariff of the transmitting and/or distributing utility at the delivery point specified in the Schedule.
- (p) **Limitation of liability.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) **Other compliances.** The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

- (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.
- (s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
 - (1) The schedule of supplies/services.
 - (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
 - (3) The clause at 52.212-5.
 - (4) Addenda to this solicitation or contract, including any license agreements for computer software.
 - (5) Solicitation provisions if this is a solicitation.
 - (6) Other paragraphs of this clause.
 - (7) The Standard Form 1449.
 - (8) Other documents, exhibits, and attachments.
 - (9) The specification.

Addendum II to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAY 1999)**FAR 52.216-21 REQUIREMENTS (OCT 1995)**

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) *Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.*
- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **the first meter read date for the applicable line item after April 30, 2001.**

DFARS 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 2000)**(a) DEFINITIONS. As used in this clause--**

- (1) **Central Contractor Registration (CCR) database** means the primary DoD repository for Contractor information required for the conduct of business with DoD.
 - (2) **Data Universal Numbering Systems (DUNS) number** means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.
 - (3) **Data Universal Numbering System + 4 (DUNS+4) number** means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.
 - (4) **Registered in the CCR database** means that all mandatory information, including the DUNS number or the DUNS +4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.
- (b)
- (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.
 - (2) The offeror shall provide its DUNS or, if applicable, its DUNS +4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
 - (3) Lack of registration in the CCR database will make an offeror ineligible for award.
 - (4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a

method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

- (c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.
- (d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423 or via the Internet at <http://www.ccr2000.com>.

C800.100 STATEMENT OF WORK/SPECIFICATIONS (ELECTRICITY)

- (a) **DEFINITIONS:** UDC means Utility Distribution Company; MAPP means Mid-Continent Area Power Pool and MAIN means Mid-American Interconnected Network. The Illinois specific term Alternate Retail Electric Supplier () is equivalent to Electric Generation Supplier (EGS) as referenced in this solicitation/contract.
- (b) **STATEMENT OF WORK:** The Contractor shall furnish all labor, material, tools, equipment, and incidentals to supply and deliver electricity and any ancillary and/or incidental services required to deliver electricity to the point of delivery and for the scheduling and coordination of the delivery of electricity to the service point for each account under the contract. All quantities ordered by the Government shall be considered firm and guaranteed for delivery by the Contractor to the delivery point and, for scheduling and coordinating, for ultimate delivery to the service point for each account. Charges incurred as a result of the Contractor's failure to abide by the terms of the applicable Retail Access rules and/or the UDC Service Agreement shall be the responsibility of the Contractor. With the exception of any and all transmission and distribution related charges payable by the Government to the UDC under the applicable tariff for each account (unless said charges are the result of the contractor's failure to perform in accordance with the contract), the Contractor is responsible for all costs associated with deliveries to the delivery point and the scheduling and coordination for delivery of electricity to the service point for each account under the contract. The Contractor shall be liable for any and all penalties and/or additional costs assessed to the Government for the nondelivery of the firm requirements in accordance with paragraphs (f) and (m) of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause.
- (c) **INVOICING AND PAYMENT (for accounts in ILLINOIS POWER COMPANY):** The Government will utilize Consolidated UDC Billing for all accounts awarded as a result of this solicitation. The contractor must submit all invoice information to the appropriate UDC under the terms of the applicable Retail Access Rule, in accordance with terms of its EGS/UDC Service Agreement. All invoicing shall be based on metered quantities at the service point for each account. The contractor may only invoice for charges allowed under the terms and conditions of the contract. Any costs associated with Consolidated UDC Billing shall be the responsibility of the Contractor and shall be included as part of the offered price.

For the purposes of this contract, the address designated to receive invoices in accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAY 1999), paragraph (g), is considered to be that of the UDC in the service territory of which each account is located (i.e. the appropriate locations at ComEd, CILCO, Illinois Power, Ameren CIPS, Mid American).

For the purposes of this contract, the invoice to which reference is made in FAR 52.212-4, CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAY 1999), paragraph (i) refers to the energy portion of the Consolidated UDC Invoice forwarded to the Government for payment by the UDC.

For the purposes of this contract, the payment to which reference is made in FAR 52.212-4, CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAY 1999), paragraph (i) refers to the payment made by the Government against the Consolidated UDC Invoice.

CONSOLIDATED /RES BILLING (for accounts in AMEREN CIPS, CILCO, COMED, MID AMERICAN): The Government will utilize Consolidated Retail Electric Suppliers (RES) Billing for any and all awards made under this solicitation. All costs associated with billing shall be included in the offered price (since the contractor's payment is based on a discount off the applicable UDC tariff, any UDC credit received on the UDC bill for this service would be retained by the contractor). The Government will not pay any additional charges for billing services. The contractor shall provide a single bill for all accounts at each installation serviced under any contract. Each invoice shall be prepared in a manner consistent with all RES/UDC arrangements and shall conform to all Illinois Commerce Commission (ICC) requirements for RES Consolidated Billing. In addition to the requirements set forth in FAR 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS Paragraph (g), each contractor invoice shall include the following information:

- (1) Installation name, Line Item, and individual account information (Account Number, Meter Number, and Service Location)
 - (2) Billing period for each account
 - (3) Total consumption for each account (broken down by Peak, Off-Peak, Semi-Peak if applicable)
 - (4) Demand information for each account (broken down by Peak, Off-Peak, Semi-Peak if applicable)
 - (5) Total energy charge (broken down by energy charges and demand charges)
 - (6) Applicable RES Energy Credit for each account
 - (7) UDC "pass through" charges for UDC services broken out in detail for each account in a manner consistent with RES/UDC arrangements and ICC requirements.
 - (8) All information required by the ICC to be included on customer invoices.
- (d) **METERING & METER READING SERVICES:** Will be provided by the incumbent UDC for each account.
- (e) **SCHEDULING & SUPPLY MANAGEMENT:** It shall be the Contractor's responsibility to schedule deliveries for all accounts awarded for the time period specified herein. The Contractor shall be responsible for supply management and overall coordination of production, transmission, and distribution of electrical power to the service point of each account identified in the contract. As such, the Contractor shall be knowledgeable of and responsible for imbalance policies, transmission grid losses, transmission congestion charges and UDC line losses for the delivery of electricity to the service point of each account under the contract. The Contractor must meet all applicable State and Federal requirements necessary to successfully complete any contract. The Government will not pay any costs associated with the Contractor's failure to deliver electrical power at the delivery point sufficient to meet the demand at the service point of each account under contract or to schedule and coordinate for the delivery of electricity to each service point.
- The contractor shall be responsible for scheduling and coordinating deliveries of electricity with MAPP and/or MAIN. The contractor shall be responsible for any additional costs or penalties resulting from the failure to properly perform these functions in accordance with established MAPP and/or MAIN rules and procedures. In addition, the Contractor shall be responsible for all charges assessed by MAPP and/or MAIN (if not specifically identified in the applicable UDC tariff) or scheduling coordinator for delivery to the service point of each account.
- (f) **RECORD KEEPING:** The Contractor shall keep records of data required to bill in accordance with the utility tariff of each account (demand and consumption data) in a electronic database format compatible with Microsoft Access or a spreadsheet formats compatible with Microsoft Excel. These records shall be made available to DESC or to any party designated by DESC as authorized to request this data. In the event that the contractor maintains records data on demand and consumption data in addition to that required to bill in accordance with the utility tariff, said data shall also be made available to DESC or to any party designated by DESC as authorized to request this data
- (g) **ORDERING:** Orders shall be made in accordance with Clause I800.100 ELECTRICITY ORDERING PROCEDURES.
- (h) **POINT OF DELIVERY:** For this solicitation and any resulting contract, the Delivery Point for each account is defined as an interconnect with the UDC owned or controlled transmission or distribution systems.
- (i) **SERVICE POINT:** For this solicitation and any resulting contract, the Service Point is defined as the meter(s) indicated for each account awarded as described in **each installation spreadsheet**.
- (j) **SPECIFICATIONS:** The electricity provided under this contract shall conform to the tariff of the transmitting and/or distributing utility at the delivery point(s) specified in the Schedule.

H800 NOTIFICATION OF TARIFF/RATE CHANGES (ELECTRICITY) (DESC JAN 1998)

The Contractor shall give the Contracting Officer and the installation written notice of the filing of an application for transportation tariff/rate changes and/or the scheduling of a tariff/rate hearing that would impact installations within one working day of receiving such application or notification of such hearing.

1209.15 EXTENSION PROVISIONS (ELECTRICITY) (DESC JAN 1998)

(a) For line items priced as Fixed Price with Economic Price Adjustment, the Government reserves the right to unilaterally extend performance, one or more times, in accordance with the existing contract terms and provisions, so long as the total additional performance does not exceed six months.

(b) For line items priced as Firm-Fixed Price, the Government may request extension of performance, one or more times, at the existing fixed price and in accordance with the existing contract terms and provisions, so long as the total additional performance does not exceed six months. If the Contractor declines to extend at the existing price, the Government may propose a new firm-fixed price for the extension. Extension of Firm-Fixed Price line items must be accomplished by agreement of all parties (bilateral modification). Failure to agree will result in expiration of the contract at the end of the current performance period.

(c) Notice of unilateral contract extension or request for bilateral extension will be furnished to the Contractor not later than 45 days prior to the expiration of the contract or any extension thereof. However, nothing in this clause precludes the Contractor from agreeing to an extension of the contract if the Government fails to issue the notice prior to the 45 days.

(d) Extension of this contract shall be considered to have been accomplished at the time the Government deposits written notification in the mail or provides such notification by facsimile transmission.

1800 ELECTRICITY ORDERING PROCEDURES (DESC NOV 1999)

For the purposes of this contract, the instantaneous load at the service point, as described in each installation spreadsheet, shall constitute an order for electricity to be furnished under this contract.

NOTE: 52.219-23 Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns is applicable to non-DoD line items only.

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (Jun 2000)

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755);
- (2) 52.225-13, Restrictions on Certain Foreign Purchases (E.O.'s 12722, 12724, 13059, and 13067).
- (3) 52.233-3, Protest after Award (31 U.S.C 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer shall check as appropriate.]

- [X] (1) 52.203-6 Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- [] (2) 52.219-3 Notice of HUBZone Small Business Set-Aside (Jan 1999).
- [X] (3) 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).
- [] (4) [] (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- [] (ii) Alternate I to 52.219-5.
- [] (iii) Alternate II to 52.219-5.
- [X] (5) 52.219-8 Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- [X] (6) 52.219-9 Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).
- [] (7) 52.219-14 Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

- ☐ (8)(i) 52.219-23 Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ☐ (ii) Alternate I of 52.219-23.
- ☐ (9) 52.219-25 Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (10) 52.219-26 Small Disadvantaged Business Participation Program-Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (11) 52.222-21 Prohibition of Segregated Facilities (Feb 1999).
- ☒ (12) 52.222-26 Equal Opportunity (E.O. 11246).
- ☒ (13) 52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- ☒ (14) 52.222-36 Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- ☒ (15) 52.222-37 Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- ☐ (16) 52.225-1 Buy American Act-Balance of Payments Program-Supplies (41 U.S.C. 10a-10d).
- (17) ☐ (i) 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
 - ☐ (ii) Alternate I of 52.225-3.
 - ☐ (iii) Alternate II of 52.225-3.
- ☐ (18) 52.225-5 Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☐ (19) 52.225-15 Sanctioned European Union Country End Products (E.O. 12849).
- ☐ (20) 52.225-16 Sanctioned European Union Country Services (E.O. 12849).
- ☐ (21) [Reserved]
- ☒ (22) 52.232-33 Payment by Electronic Funds Transfer-Central Contractor Registration (31 U.S.C. 3332).
- ☐ (23) 52.232-34 Payment by Electronic Funds Transfer-Other Than Central Contractor Registration (31 U.S.C. 3332).
- ☐ (24) 52.232-36 Payment by Third Party (31 U.S.C. 3332).
- ☐ (25) 52.239-1 Privacy or Security Safeguards (5 U.S.C. 552a).
- (26) ☐ (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
 - ☐ (ii) Alternate I of 52.247-64.
- (c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:
[Contracting Officer check as appropriate.]
- ☐ (1) 52.222-41 Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).
- ☐ (2) 52.222-42 Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

- [] (3) 52.222-43 Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C.206 and 41 U.S.C. 351, et seq.).
 - [] (4) 52.222-44 Fair Labor Standards Act and Service Contract Act -- Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 - [] (5) 52.222-47 SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).
 - [] (6) 52.222-50 Nondisplacement of Qualified Workers (Executive Order 12933).
- (d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
 - (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components --
- (1) 52.222-26, Equal Opportunity (E.O. 11246);
 - (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);
 - (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and
 - (4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

DFARS 252.212-7001 -- CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2000)

- (a) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

- ☐ 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).
- ☐ 252.206-7000 Domestic Source Restriction (10 U.S.C. 2304).
- ☒ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).
- ☐ 252.225-7001 Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582).
- ☒ 252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).
- ☐ 252.225-7012 Preference for Certain Domestic Commodities.
- ☐ 252.225-7014 Preference for Domestic Specialty Metals (10 U.S.C. 2241 note).
- ☐ 252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).
- ☐ 252.225-7021 Trade Agreements (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- ☐ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779).
- ☐ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).
- ☐ 252.225-7029 Preference for United States or Canadian Air Circuit Breakers (10 U.S.C. 2534(a)(3)).
- ☐ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (___ Alternate I) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- ☐ 252.227-7015 Technical Data--Commercial Items (10 U.S.C. 2320).
- ☐ 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).
- ☐ 252.243-7002 Requests for Equitable Adjustment (10 U.S.C. 2410).
- ☐ 252.247-7023 Transportation of Supplies by Sea (___ Alternate I)
(___ Alternate II) (10 U.S.C. 2631).
- ☒ 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

- (b) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract

- ☐ 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).
- ☐ 252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631).
- ☒ 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

ADDENDUM I to FAR 52.212-1 -- INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (NOV 1999)

(Tailored paragraphs of FAR 52.212-1 are highlighted in **BOLD** text)

- (a) **Standard industrial classification (SIC) code and small business size standard. The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish electricity which it did not itself generate, is 500 employees.**
- (b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --
- (1) The solicitation number;
 - (2) The time specified in the solicitation for receipt of offers;
 - (3) The name, address, and telephone number of the offeror;
 - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
 - (5) Terms of any express warranty;
 - (6) Price and any discount terms;
 - (7) "Remit to" address, if different than mailing address;
 - (8) A completed copy of the representations and certifications at FAR 52.212-3;
 - (9) Acknowledgment of Solicitation Amendments;
 - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
 - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) **Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 4 calendar days from the date specified for receipt of offers.**
- (d) **Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.**
- (e) **Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.**
- (f) **Late [submissions, modifications, revisions, and withdrawals of] offers.**
- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
 - (2) (i) **Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-**

- (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
 - (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (C) If this solicitation is a request for proposals, it was the only proposal received.
- (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
 - (4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
 - (5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.]
- (g) **Contract award (not applicable to Invitation for Bids).** The Government intends to evaluate offers and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. If the Contracting Officer determines that the number of offers that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of offers in the competitive range to the greatest number that will permit efficient competition among the most highly rated offers. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received. It should be noted that the Government reserves the right to reject all offers if none of the offers received results in a delivered cost of electricity lower than the delivered cost under the applicable "standard offer" or established default rate under state and/or local regulation.
- (h) **Multiple awards.** The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government will not make an award on any item for less than the quantity specified.
- (i) **Availability of requirements documents cited in the solicitation.**
- (1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section
Suite 8100
470 L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925
Facsimile (202) 619-8978.

- (ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation

may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

- (2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--

Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094
Telephone (215) 697-2667/2179
Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://www.dodssp.daps.mil>.

- (3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

- (j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

Addendum II to FAR 52.212-1 -- INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (NOV 1999)**DFARS 252.209-7001 -- DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)****(a) Definitions. As used in this provision-**

- (1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.
- (2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.
- (3) "Significant interest" means-
 - (i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee sh," "street names," or some other method of holding securities that does not disclose the beneficial owner;
 - (ii) Holding a management position in the firm, such as a director or officer;
 - (iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;
 - (iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or
 - (v) Holding 50 percent or more of the indebtedness of a firm.
- (b) Prohibition on award. In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.
- (c) Disclosure. If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include-
 - (1) Identification of each government holding a significant interest; and
 - (2) A description of the significant interest held by each government.

L2.08-3 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (ELECTRICITY) (DESC NOV 1999)**(a) EVIDENCE OF RESPONSIBILITY.**

- (1) An offeror must possess, at a minimum, six months of experience (within the past two years) providing supply and transportation (firm and/or interruptible) of electricity to wholesale or retail customers. If the offeror does not possess at least six months of experience, it will not be considered for award.
- (2) An offeror shall provide, as part of the technical/management submission, documentation that the offeror possesses a Federal Energy Regulatory Commission Marketing License (FERC Docket No., Date of Application, and Date of Approval) or a rate schedule on file with FERC and/or authority to sell electricity at the retail level from a state utility commission.
- (3) The offeror shall provide, as part of the technical/management submission, a description of all purchases and sales for the most recent two quarters to include: identification of the buyer or seller, a description of the transaction (firm or interruptible, sale or purchase), delivery/receipt point(s), price(s), quantities and the term of the transaction (hourly/daily/monthly) and a current listing of its 20 largest retail purchasers of electricity. Power marketers required to submit this information to the FERC may submit copies of their most recent applicable FERC filings.

- (4) The offeror must possess, or demonstrate the ability to obtain, transmission service agreements in the company's name for the points of receipt specified in the Schedule. Failure to document the ability to obtain necessary transmission service agreements shall render the offeror nonresponsible.
 - (5) The offeror shall provide evidence that it is licensed to conduct business by each state's regulatory body having jurisdiction over the state's electric industry prior to award of any contract for solicited requirements.
 - (6) The evidence of responsibility required by the above is in addition to the general responsibility criteria set forth in FAR 9.104.
 - (7) Information substantiating the special standard of responsibility, (1), (2), (3), (4) and (5) above, shall be submitted with the initial offer in accordance with the guidelines in the OFFEROR'S PROPOSAL provision.
 - (8) In addition, the Government may conduct preaward surveys in accordance with FAR 9.106 and obtain, from available sources, relevant information concerning the offeror's ability to satisfy the responsibility standards stated in this provision and FAR Part 9.
- (b) **FACSIMILE PROPOSALS.** (FAR 52.215-5). *Incorporated by reference.*
- (c) **FACSIMILE PROPOSALS.** Pursuant to the FACSIMILE PROPOSALS provisions, the offeror must submit a hard copy of the original signed offer, which MUST BE RECEIVED WITHIN 3 WORKING DAYS OF THE OPENING/CLOSING DATE.
- (d) **PRICING.** Offerors may submit a firm fixed unit price per kWh on all or some of the line items contained in the solicitation and may do so on a stand-alone and/or as one or more combinations of all-or-none offers (Attachment III). If an offeror chooses to submit more than one all or none offer, it may do so by submitting a separate Attachment III for each. Offers based on other pricing mechanisms or alternate methods of supplying electricity may be considered.
- For DOE Line Items only we are soliciting two (2) unit prices per kWh - one requiring 0% of the total quantity to consist of renewable and/or hydro energy and the other for an "offeror-proposed" percentage (in 1% increments up to 5%) of the total quantity to consist of renewable and/or hydro energy that meets or exceeds the mandatory respective state requirement.
- (e) **TYPE OF CONTRACT.** The Government contemplates award of a Firm Fixed Price or Fixed Price with Economic price Adjustment, Indefinite Delivery Requirements type contract resulting from this solicitation.

L801.100 OFFEROR'S PROPOSAL (ELECTRICITY)

- (a) An offeror must propose to supply the Total Line Item Quantity for one or more line items identified in the Schedule. Failure to offer the total line item quantity will preclude Government evaluation and award to the offeror for that line item. Offerors may submit a firm fixed unit price per kWh on all or some of the line items contained in the solicitation and may do so on a stand-alone and/or as one or more combinations of all-or-none offers (Attachment III). If an offeror chooses to submit more than one all or none offer, it may do so by submitting a separate Attachment III for each. Offers based on other pricing mechanisms or alternated methods of supplying electricity may be considered.

For DOE Line Items only we are soliciting two (2) unit prices per kWh - one requiring 0% in excess of any mandatory state requirement for renewable and/or hydro energy and the other for an "offeror-proposed" percentage (in 1% increments up to 5%) of the total quantity to consist of renewable and/or hydro energy that meets or exceeds the mandatory respective state requirement.

NOTE: Providing the "Offeror's Calculated Price to Compare" is one of the requirements used to determine the offeror's responsibility in accordance with Clause L2.08-3.100 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (ELECTRICITY), paragraph (a), and also used as a basis for negotiations.

NOTE: If Final Revised Prices are necessary, offerors may only offer on the line-items originally offered on.

(b) An offeror's proposal must be complete with regard to this provision as well as all other requirements of the solicitation; offerors are advised to submit proposals that are fully and clearly acceptable without additional information or explanation. Failure to provide a complete Technical Experience submission shall make an offer unacceptable and ineligible for award.

(c) Submissions shall consist of one original and one copy of each of the following severable parts:

(1) **PART I - EXECUTED RFP:** The original Part I shall contain original signatures. The executed RFP shall consist of the following:

(i) Standard Form 1449, Solicitation, Contract, Order for Commercial Items, with Blocks 17, and 30A through 30C completed. By completing Blocks 30A through 30C the offeror agrees to the terms and conditions of the RFP.

(ii) Offeror Representations and Certifications

(iii) Attachment III, Schedule/Offeror Price Submission Sheets shall be completed. Offerors are requested to submit its offer on diskette, by e-mail (etam@desc.dla.mil), and by hard copy.

(iv) **Other Required Documents.** The offeror shall submit all documents required by the terms and conditions of RFP, such as subcontracting plans and supply commitment letters.

(2) **PART II - TECHNICAL/MANAGEMENT SUBMISSION:** To substantiate meeting general and special responsibility criteria and the evaluation criteria stated in the RFP, the offeror shall submit the following:

(i) Most recent annual report

(ii) Most recent 10K report

(iii) A brief description of the risk management practices to be employed during contract performance

(iv) A brief description of the sources of working capital for the offeror's power marketing activities

(v) Resumes of the key personnel who would be assigned to administer a resultant contract

(vi) FERC Marketing License data: FERC Docket No., Date of Application, and Date of Approval

(vii) Offerors interested in providing renewable energy are required to provide a breakdown of the renewable energy's individual components (for example, the percentage of biomass, the percentage of hydro (large and small, etc.)

(viii) The documentation required in L2.08-3, INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (ELECTRICITY), (a)(3), EVIDENCE OF RESPONSIBILITY.

(ix) Provide a description of the offeror's supply portfolio/proposed sources of supply and its access to transmission required to supply electricity to end-users in regions and control areas listed below:

1. **North Central Region** - Comprised of the Mid-Continent Area Power Pool (MAPP) NERC Region falling within the Continental United States.

Control Areas

Acronym:
ALTW

Name:
Alliant West

DPC	Dairyland Power Cooperative
LES	Lincoln Electric System
MEC	MidAmerican Energy Company
MP	Minnesota Power Company
MPW	Muscatine Power & Water
NPPD	Nebraska Public Power District
NSP	Northern States Power Company
OPPD	Omaha Public Power District
OTP	OtterTail Power Company
SMMP	Southern Minnesota Municipal Power
SJLP	St. Joseph Light & Power Company
UPA	United Power Association
WAUGPE	WAPA - Upper Great Plains

2. **Mid-American Region** - Comprised of that area falling within the Mid-America Interconnected Network (MAIN) NERC Region.

Control Areas

<u>Acronym:</u>	<u>Name:</u>
ALTE	Alliant East
AMRN	Ameren
CIL	Central Illinois Light Company
CWLP	City Water, Light & Power, Springfield
CWL	Columbia Water & Light Department
CE	Commonwealth Edison
EEI	Electric Energy, Inc.
IP	Illinois Power Company
MGE	Madison Gas & Electric Company
SIPC	Southern Illinois Power Cooperative
UPP	Upper Peninsula Power Company
WEP	Wisconsin Electric Power Company
WPS	Wisconsin Public Service Corporation

3. In addition, identify the proposed sources of supply in the following regions:

- **Mid-Continent Region** - Comprised of that area falling under the Mid-Continent Area Power Pool (MAPP) NERC Region.
- **Mid-American Region** - Comprised of that area falling within the Mid-America Interconnected Network (MAIN) NERC Region.

For each region: Describe whether electricity would be provided from generation owned by the offeror, obtained under long term contracts, and/or obtained under short term contracts/spot market purchases. Identify the approximate uncommitted quantities from specific generation assets and/or supply contracts which would be available under resultant contracts. Describe and identify additional quantities which the offeror can demonstrably obtain for delivery under resultant contracts. Indicate whether the sources of supply identified above are located within the service control area, an adjacent control area. If applicable, describe how electricity would be transmitted from the sources of supply identified above to the region or sub-region. Identify and describe any existing transmission service agreements held by the offeror which could be used for the transmission of electricity under a resultant contract or provide a description of what transmission service agreements would be obtained and demonstrate that the credit-worthiness requirements of the transmission provider would be met by the offeror. Descriptions should include the identity of the transmission provider, indicate if service is Firm or Non-Firm, Short-Term or Long-Term, identify points of receipt, points of delivery and include the expiration date of the agreement.

- (ix) The Offeror is required to complete the Supplemental Data form (Attachment I) which summarizes the information requested in (viii) above. The completion of this form does not relieve the Offeror from the requirement to provide the documentation supporting the information summarized thereon. In addition, an

offeror's sources of supply are required for adjacent regions to which an offeror intends to perform.

- (3) **PART III - PAST PERFORMANCE:** Information collected in the Experience with Endusers Form (Attachment II) will be used to contact offeror's customers and inquire about the offeror's past performance. By submitting this form, the offeror agrees to permit the Government's representatives to contact the customers listed and inquire about the past performance of the offeror. The offeror will be given an opportunity to address unfavorable reports of past performance and the offeror's response, or lack thereof, will be taken into consideration. The offeror's recent contracts will be examined to ensure that corrective measures have been put in place to prevent the recurrence of past performance problems. Prompt actions taken by the offeror to correct performance problems will be a reflection of management concern for customer satisfaction. However, such action may not mitigate all negative performance trends. Other past performance data available to the Government will be used in the evaluation of past performance. Also, describe any past efforts to subcontract with small, small disadvantaged, and women-owned small businesses. Include, for past efforts (within 3 years of the closing date of this solicitation), a statement identifying highly successful efforts or any regulatory or subcontracting plan non-compliance.
- (4) **PART IV - SOCIOECONOMIC PROPOSAL:** In addition to any subcontracting plan required by the clause 52.219-9; describe the extent of participation of small businesses and historically black colleges or universities and minority institutions in performance of the contract whether as a joint venture, teaming arrangement, or subcontractor. As part of this description the offeror shall:
- (i) State whether or not any opportunities exist for participation of small businesses and historically black colleges or universities and minority institutions in performance of the contract
 - (ii) Identify any such firms which will be participating in the performance of the contract and describe the extent of participation of such firms in terms of the value of the total acquisition
 - (iii) If no firms were identified per (2) above, discuss what efforts, if any, will be made to achieve some degree of participation by such firms and describe established goals, if any, for extent of participation of such firms in terms of the value of the total acquisition
 - (iv) Describe the complexity and variety of the work small firms are to perform

I171.01-3 SOCIOECONOMIC PROPOSAL (MAR 1996) - DLAD

In addition to any subcontracting plan required by FAR clause 52.219-9--

- (a) Provide a description of the efforts your company will make to assure that small, HUBZone small, small disadvantaged, and women-owned small business concerns will have equal opportunity to compete for subcontracts under any resulting contract. Describe your current and planned proposed range of services, supplies, and any other support that will be provided to you by small, HUBZone small, small disadvantaged, and women-owned small business concerns. Include specific names of subcontractors to the extent they are known.
 - (b) Describe any future plans your company has for developing additional subcontracting opportunities for small, HUBZone small, small disadvantaged, and women-owned small business concerns during the contract period.
 - (c) Specify what proportion of your proposal, as a percentage of dollars, will be subcontracted to small, HUBZone small, small disadvantaged, and women-owned small businesses.
 - (d) Specify what type of performance data you will accumulate and provide to the Contracting Officer regarding your support of small, HUBZone small, small disadvantaged, and women-owned small businesses during the period of contract performance. Provide the name and title of the individual principally responsible for ensuring company support to such firms.
- (DLAD 52.215-9002)

M2.03-1 SOCIOECONOMIC EVALUATION (OCT 1996) - DLAD

The Socioeconomic Proposal provided by the offeror under 52.215-9002 will be evaluated on a comparative basis among all offerors. An offeror that proposes a higher percentage, complexity level, and variety of participation by small businesses and historically black colleges or universities and minority institutions in performance of the contract, generally will receive a higher rating on this factor. An offeror's efforts to develop additional opportunities for small businesses and historically black colleges or universities and minority institutions will also be comparatively evaluated with the proposals of other offerors. Offerors' proposals for socioeconomic support will be made a part of any resulting contract for use in determining how well the Contractor has adhered to its socioeconomic plan. This plan will be monitored by the cognizant Defense Contract Management

Command's small business office as a means of assisting the Contracting Officer in determining how well the Contractor has in fact performed. This determination will then be used as a consideration prior to option exercise and future source selection decisions. Performance on prior contracts in subcontracting with and assisting small businesses and historically black colleges or universities and minority institutions will be part of past performance evaluation.

(DLAD 52.215-9003)

L5.01-1 AGENCY PROTESTS (DEC 1999) - DLAD

Companies protesting this procurement may file a protest (1) with the Contracting Officer, (2) with the General Accounting Office, or (3) pursuant to Executive Order No. 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office. Protests filed with the Agency should clearly state that they are an "Agency Level Protest under Executive Order No. 12979." (NOTE: DLA procedures for Agency Level Protests filed under Executive Order No. 12979 for a higher level decision on the initial protest than would occur with a protest to the Contracting Officer; this process is not an appellate review of a Contracting Officer's decision on a protest previously filed with the Contracting Officer.) Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the Contracting Officer.

FAR 52.212-2 EVALUATION – COMMERCIAL ITEMS (JAN 1999)

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:
- (i) Technical Capability
 - a) Supply Portfolio and/or Proposed Sources of Supply
 - b) Access to Transmission
 - (ii) Industry Experience
 - (iii) Past Performance
 - (iv) Price
 - (v) Participation of Small Businesses and Historically Black Colleges or Universities and Minority Institutions in Performance of the Contract
- (b) Technical Capability, Industry Experience, and Past Performance are equally important and are each more important than price. Participation of small businesses and historically black colleges or universities and minority institutions in performance of the contract is weighted less heavily than price in the evaluation of offers.
- (c) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- (d) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

M800.100 PRICE EVALUATION (ELECTRICITY) (DESC MAY 1999)

Price evaluations will be conducted by comparing the estimated savings to be obtained by the Government under each offer received. The basis of calculating the estimated savings will be a comparison of the anticipated total delivered cost under the offer received and the applicable tariffs and/or PPO with respect to the annual consumption of each line item.

NOTE: For purposes of price evaluation only, the savings estimates described above will be determined using the applicable UDC tariffs and/or PPO which are to be in effect on the closing date of the solicitation.

For DOE line items only: in addition to the above, offered prices will be evaluated based on the following:

1. No award will be made if unless the offered price is less than the PPO-MI, Period B price.
2. For evaluation purposes only, the Government will apply a price preference factor to offers which include renewable energy as a portion of the electricity to be delivered under the contract; this preference will equate to a one percent preference for every one percent of the offered energy that is comprised of qualified renewable energy.
3. Hydro power will be given a 0.5 percent price preference, for evaluation purposes only, for every one percent of the offered energy that is comprised of qualified hydro energy.
4. The maximum evaluation preference is limited 5% for any combination of renewable and hydro power.
5. After the evaluation of offers for non-price factors and price, in the event of a tie between an offer including renewable and/or hydro resources and an offer with no renewable and/or hydro resources, the proposal which includes renewable and/or hydro resources will be considered the best value.
6. After the evaluation of offers for non-price factors and price, in the event of a tie between an offer including renewable energy only and an offer including qualified hydro energy only, the proposals which includes renewable energy and/or hydro resources will be considered the best value.
7. After the evaluation of offers for non-price factors and price, in the event of a tie between an offers which include differing percentages of renewable energy, the proposals which includes the greatest percentage of renewable energy will be considered the best value.

The following table shows the numerical preferences for renewable and hydro power, and the preference factors to be multiplied by the offered price if only hydro or renewable energy is offered. If a combination of renewable and hydro energy is offered, the preference factor will be calculated as 1.0 minus the sum of the appropriate renewable and hydro percent preferences.

PREFERENCE TABLE

Percent of Green Energy	Renewable		Hydro	
	Percent Preference	Preference Factor	Percent Preference	Preference Factor
0%	0%	1.00	0%	1.000
1%	1%	.99	.5%	.995
2%	2%	.98	1%	.990
3%	3%	.97	1.5%	.985
5%	5%	.95	2.5%	.975

The following are several examples of how this algorithm would be used to calculate the evaluation price:

Example Offers	Preference Factor	Evaluation Price
Non-Green, \$23	1.000	\$23.00
1 % renewable, \$24	.990	\$23.76
3 % renewable, \$24	.970	\$23.28
2 % hydro, \$24	.990	\$23.76
2 % renewable, 1 % hydro, \$24	.975	\$23.40
1 % renewable, 2 % hydro, \$24	.980	\$23.52

**K1.01-10 OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS. (Alt.'s I&III)
(OCT 1999/OCT 1998/JAN 1999)**

(a) **Definitions.** As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Women-owned small business concern" means a small business concern --

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) **Taxpayer Identification Number (TIN)** (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

- (2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]
- (3) Taxpayer Identification Number (TIN).
- ☐ TIN: _____.
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the Federal Government;
- (4) Type of organization.
- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.
- (5) Common parent.
- ☐ Offeror is not owned or controlled by a common parent:
- ☐ Name and TIN of common parent:
- Name _____
- TIN _____
- (c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.
- (1) **Small business concern.** The offeror represents as part of its offer that it -
- ☐ is
- ☐ is not
- a small business concern.
- (2) **Small disadvantaged business concern.** [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it -
- ☐ is
- ☐ is not
- a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) **Women-owned small business concern.** [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it -
- ☐ is
- ☐ is not
- a women-owned small business concern.
- Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.**
- (4) **Women-owned business concern (other than small business concern).** [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it -
- ☐ is
- ☐ is not

a women-owned business concern.

- (5) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

- (6) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

- (i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it -

☐ is

☐ is not

an emerging small business.

- (ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

- (A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

- (B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

- (7) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

- (i) **General.** The offeror represents that either-

- (A) It -

☐ is

☐ is not

certified by the Small Business Administration as a small disadvantaged business concern and [identified], on the date of this representation, [as a certified] small disadvantaged business concern [in the database] maintained by the Small Business Administration [(PRO-Net)], and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

- (B) It -

☐ has

☐ has not

submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

- (ii) **Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.** The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]
- (8) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(2) or (c)(7) of this provision.) The offeror shall check the category in which its ownership falls:
- ☐ Black American.
 - ☐ Hispanic American.
 - ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
 - ☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, the Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
 - ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
 - ☐ Individual/concern, other than one of the preceding.
- (9) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that-
- (i) It -
 - ☐ is
 - ☐ is nota HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns Maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
 - (ii) It -
 - ☐ is
 - ☐ is nota joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(9)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.
- (d) Representations required to implement provisions of Executive Order 11246 --
- (1) Previous contracts and compliance. The offeror represents that --
 - (i) It -
 - ☐ has
 - ☐ has notparticipated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; and
 - (ii) It -
 - ☐ has
 - ☐ has notfiled all required compliance reports.
 - (2) Affirmative Action Compliance. The offeror represents that --
 - (i) It -
 - ☐ has developed and has on file
 - ☐ has not developed and does not have on file

at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

- (ii) It -
[] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
- (e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C.1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) BUY AMERICAN ACT - TRADE AGREEMENTS - BALANCE OF PAYMENTS PROGRAM CERTIFICATE.
(Applies only if DFARS clause 252.225-7007, TRADE AGREEMENTS ACT, is incorporated by reference in this solicitation.)

(1) The offeror certifies that--

- (i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product (as defined in the BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM clause of this solicitation); and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror must identify and certify all end products that are not domestic end products.

- (i) The offeror certifies that the following supplies qualify as "U.S.-made end products" but do not meet the definition of "domestic end product":

(Insert line item no.)

- (ii) The offeror certifies that the following supplies are qualifying country end products:

(Insert line item no.)

(Insert country of origin)

- (iii) The offeror certifies that the following supplies are qualify as designated country end products:

(Insert line item no.)

(Insert country of origin)

- (iv) The offeror certifies that the following supplies qualify as Caribbean Basin country end products:

(Insert line item no.)

(Insert country of origin)

- (v) The offeror certifies that the following supplies qualify as NAFTA country end products:

(Insert line item no.)

(Insert country of origin)

- (vi) The offeror certifies that the following supplies are other nondesignated country end products:

(Insert line item no.)

(Insert country of origin)

(LIST AS NECESSARY)

- (3) Offers will be evaluated by giving preference to U.S.-made end products, qualifying country end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products.

(g) BUY AMERICAN ACT - NORTH AMERICAN FREE TRADE AGREEMENT (NAFTA) IMPLEMENTATION ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE. (Applies only if DFARS clause 252.225-7036, NORTH AMERICAN FREE TRADE AGREEMENT (NAFTA) IMPLEMENTATION ACT, clause is incorporated by reference in this solicitation.)

(1) The offeror certifies that--

DFARS 252.212-7000 -- OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (NOV 1995)**(a) Definitions.** As used in this clause—

- (1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).
- (2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it—

- (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

- (1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

- (2) Representation. The Offeror represents that it—

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

- (3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

K33.01 AUTHORIZED NEGOTIATORS (DESC JAN 1998)

The first page of the offer must show names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate with the Government on the offeror's behalf in connection with this solicitation. The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations.

(DESC 52.215-9F28)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE K		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE September 6, 2000		4. REQUISITION/PURCHASE REQ. NO. SC0600-00-0716		5. PROJECT NO. (If applicable)
6. ISSUED BY DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FT. BELVOIR, VA 22060-6222 FAX 703-767-8757 BUYER/SYMBOL - H. Yamada/DESC-APE PHONE - (703) 767-9412			SCO600		7. ADMINISTERED BY (If other than Item 6) CODE SCO600	
8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, State, and ZIP Code)				9a. AMENDMENT OF SOLICITATION NO. SP0600-00-R-0081		
				9b. DATED (SEE ITEM 11) September 6, 2000		
				10a. MODIFICATION OF CONTRACT/ORDER NO.		
				10b. DATED (SEE ITEM 13)		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<p>[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [X] is not extended</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers.</p> <p>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. 12.05 CHANGES-FIXED PRICE (AUG 87)						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.01						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor [] is not, [x] is required to sign this document and return <u> 1 </u> copies to the issuing office.						
13. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)						
* See Page 2 for details						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME OF CONTRACTING OFFICER JOHN H. NELSON		
15B. NAME OF CONTRACTOR/OFFEROR BY <i>(Signature of person authorized to sign)</i>		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <i>(Signature of Contracting Officer)</i>		16C. DATE SIGNED

The following revisions have been made to Solicitation SP0600-00-R-0081:

1. The total kWh usage should read 430,748,231.
2. The Argonne.xls spreadsheet is amended as follows:
 - a. City/State/Zip should read Argonne, IL 60439.
 - b. The month of Oct 00 in the Forecast spreadsheet has been deleted.
 - c. The Total Usage kWh is 126,402,000, On-Peak kWh is 48,783,000 and Off-Peak kWh is 77,619,000.
 - d. The Interval Data tab notes that the data for each of the meter numbers are all the same.
3. Attachment III is amended to reflect the new usage for Argonne National Laboratory.
4. The header for all spreadsheets has been revised to include the correct solicitation number.
5. Inclusion of DFARS 252.204-7004 -- REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 2000)

(a) Definitions. As used in this clause-

- (1) "Central Contractor Registration (CCR) database" means the primary DoD repository for contractor information required for the conduct of business with DoD.
- (2) "Data Universal Number System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.
- (3) "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.
- (4) "Registered in the CCR database" means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

- (b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.
- (2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
- (3) Lack of registration in the CCR database will make an offeror ineligible for award.
- (4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr2000.com>.

6. Inclusion of Clause K33 K33.01 AUTHORIZED NEGOTIATORS (DESC JAN 1998)

The first page of the offer must show names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate with the Government on the offeror's behalf in connection with this solicitation. The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE K		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE September 11, 2000		4. REQUISITION/PURCHASE REQ. NO. SC0600-00-0716		5. PROJECT NO. (If applicable)
6. ISSUED BY DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FT. BELVOIR, VA 22060-6222 FAX 703-767-8757 BUYER/SYMBOL - H. Yamada/DESC-APE PHONE - (703) 767-9412		CODE SCO600		7. ADMINISTERED BY (If other than Item 6) CODE		SCO600
8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, State, and ZIP Code)				9a. AMENDMENT OF SOLICITATION NO. SP0600-00-R-0081		
				9b. DATED (SEE ITEM 11) September 6, 2000		
				10a. MODIFICATION OF CONTRACT/ORDER NO.		
				10b. DATED (SEE ITEM 13)		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<p><input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers.</p> <p>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. 12.05 CHANGES-FIXED PRICE (AUG 87)						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.01						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.						
13. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)						
* See Page 2 for details						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME OF CONTRACTING OFFICER JOHN H. NELSON		
15B. NAME OF CONTRACTOR/OFFEROR BY _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED

The following revisions have been made to Solicitation SP0600-00-R-0081:

1. The VA.xls spreadsheet is amended as follows:
 - a. Rate for VA West Side (1725a) is changed to 6L.
 - b. Rate for VA Lakeside (1725b) is changed to 6L.
 - c. Rate for VA Marion (1725d) is changed to 2B General Electric Services.
2. Attachment III is amended to reflect these three rate changes for VA.xls.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE K		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 0003		3. EFFECTIVE DATE September 13, 2000		4. REQUISITION/PURCHASE REQ. NO. SC0600-00-0716		5. PROJECT NO. (If applicable)
6. ISSUED BY DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FT. BELVOIR, VA 22060-6222 FAX 703-767-8757 BUYER/SYMBOL - H. Yamada/DESC-APE PHONE - (703) 767-9412		CODE SC0600		7. ADMINISTERED BY (If other than Item 6) SC0600		CODE
8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, State, and ZIP Code)				9a. AMENDMENT OF SOLICITATION NO. SP0600-00-R-0081		
				9b. DATED (SEE ITEM 11) September 6, 2000		
				10a. MODIFICATION OF CONTRACT/ORDER NO.		
				10b. DATED (SEE ITEM 13)		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<p><input checked="" type="checkbox"/> X The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> X is not extended</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers.</p> <p>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>						
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B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)						
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E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> x is required to sign this document and return 1 copies to the issuing office.						
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Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME OF CONTRACTING OFFICER JOHN H. NELSON		
15B. NAME OF CONTRACTOR/OFFEROR BY _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED

This amendment incorporates the following changes:

1. Clause C800.100 STATEMENT OF WORK/SPECIFICATIONS (ELECTRICITY), paragraph C, Invoicing and Payment, has been changed to read as follows:

- (a) **INVOICING AND PAYMENT (for accounts in AMEREN CIPS):** The Government will utilize Consolidated UDC Billing for all accounts awarded as a result of this solicitation. The contractor must submit all invoice information to the appropriate UDC under the terms of the applicable Retail Access Rule, in accordance with terms of its EGS/UDC Service Agreement. All invoicing shall be based on metered quantities at the service point for each account. The contractor may only invoice for charges allowed under the terms and conditions of the contract. Any costs associated with Consolidated UDC Billing shall be the responsibility of the Contractor and shall be included as part of the offered price.

For the purposes of this contract, the address designated to receive invoices in accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAY 1999), paragraph (g), is considered to be that of the UDC in the service territory of which each account is located (i.e. the appropriate locations at ComEd, CILCO, Illinois Power, Ameren CIP, Mid American).

For the purposes of this contract, the invoice to which reference is made in FAR 52.212-4, CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAY 1999), paragraph (i) refers to the energy portion of the Consolidated UDC Invoice forwarded to the Government for payment by the UDC.

For the purposes of this contract, the payment to which reference is made in FAR 52.212-4, CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAY 1999), paragraph (i) refers to the payment made by the Government against the Consolidated UDC Invoice.

CONSOLIDATED ARES/RES BILLING (for accounts in COMED, CILCO,): The Government will utilize Consolidated ARES/Retail Electric Suppliers (RES) Billing for any and all awards made under this solicitation. All costs associated with billing shall be included in the offered price (since the contractor's payment is based on a discount off the applicable UDC tariff, any UDC credit received on the UDC bill for this service would be retained by the contractor). The Government will not pay any additional charges for billing services. The contractor shall provide a single bill for all accounts at each installation serviced under any contract. Each invoice shall be prepared in a manner consistent with all ARES/RES/UDC arrangements and shall conform to all Illinois Commerce Commission (ICC) requirements for ARES/RES Consolidated Billing. In addition to the requirements set forth in FAR 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS Paragraph (g), each contractor invoice shall include the following information:

- (1) Installation name, Line Item, and individual account information (Account Number, Meter Number, and Service Location)
 - (2) Billing period for each account
 - (3) Total consumption for each account (broken down by Peak, Off-Peak, Semi-Peak if applicable)
 - (4) Demand information for each account (broken down by Peak, Off-Peak, Semi-Peak if applicable)
 - (5) Total energy charge (broken down by energy charges and demand charges)
 - (6) Applicable ARES/RES Energy Credit for each account
 - (7) UDC "pass through" charges for UDC services broken out in detail for each account in a manner consistent with ARES/RES/UDC arrangements and ICC requirements.
 - (8) All information required by the ICC to be included on customer invoices.
2. All prices offered are to account for any distribution system losses during delivery to the service point of each account.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE K		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 0004		3. EFFECTIVE DATE September 14, 2000		4. REQUISITION/PURCHASE REQ. NO. SC0600-00-0716		5. PROJECT NO. (If applicable)
6. ISSUED BY DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FT. BELVOIR, VA 22060-6222 FAX 703-767-8757 BUYER/SYMBOL - H. Yamada/DESC-APE PHONE - (703) 767-9412		CODE SCO600		7. ADMINISTERED BY (If other than Item 6) CODE		SCO600
8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, State, and ZIP Code)				9a. AMENDMENT OF SOLICITATION NO. SP0600-00-R-0081		
				9b. DATED (SEE ITEM 11) September 6, 2000		
				10a. MODIFICATION OF CONTRACT/ORDER NO.		
				10b. DATED (SEE ITEM 13)		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<p><input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers.</p> <p>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>						
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C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.01						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.						
13. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)						
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Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME OF CONTRACTING OFFICER JOHN H. NELSON		
15B. NAME OF CONTRACTOR/OFFEROR BY _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED

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STANDARD FORM 30 (REV. 10-

PREVIOUS EDITION UNUSABLE

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FAR (48 CFR) 53.243

SP0600-00-R-0081
Amendment 0004
PAGE 2 OF 2

This amendment incorporates the following changes to **Clause C800.100 STATEMENT OF WORK/SPECIFICATIONS (ELECTRICITY), paragraph C, Invoicing and Payment:**

- (c) **INVOICING AND PAYMENT (for accounts in ILLINOIS POWER COMPANY):** The Government will utilize Consolidated UDC Billing for all accounts awarded as a result of this solicitation. The contractor must submit all invoice information to the appropriate UDC under the terms of the applicable Retail Access Rule, in accordance with terms of its EGS/UDC Service Agreement. All invoicing shall be based on metered quantities at the service point for each account. The contractor may only invoice for charges allowed under the terms and conditions of the contract. Any costs associated with Consolidated UDC Billing shall be the responsibility of the Contractor and shall be included as part of the offered price.

For the purposes of this contract, the address designated to receive invoices in accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAY 1999), paragraph (g), is considered to be that of the UDC in the service territory of which each account is located (i.e. the appropriate locations at ComEd, CILCO, Illinois Power, Ameren CIPS, Mid American).

For the purposes of this contract, the invoice to which reference is made in FAR 52.212-4, CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAY 1999), paragraph (i) refers to the energy portion of the Consolidated UDC Invoice forwarded to the Government for payment by the UDC.

For the purposes of this contract, the payment to which reference is made in FAR 52.212-4, CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAY 1999), paragraph (i) refers to the payment made by the Government against the Consolidated UDC Invoice.

CONSOLIDATED /RES BILLING (for accounts in AMEREN CIPS, CILCO, COMED, MID AMERICAN): The Government will utilize Consolidated Retail Electric Suppliers (RES) Billing for any and all awards made under this solicitation. All costs associated with billing shall be included in the offered price (since the contractor's payment is based on a discount off the applicable UDC tariff, any UDC credit received on the UDC bill for this service would be retained by the contractor). The Government will not pay any additional charges for billing services. The contractor shall provide a single bill for all accounts at each installation serviced under any contract. Each invoice shall be prepared in a manner consistent with all RES/UDC arrangements and shall conform to all Illinois Commerce Commission (ICC) requirements for RES Consolidated Billing. In addition to the requirements set forth in FAR 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS Paragraph (g), each contractor invoice shall include the following information:

- (1) Installation name, Line Item, and individual account information (Account Number, Meter Number, and Service Location)
- (2) Billing period for each account
- (3) Total consumption for each account (broken down by Peak, Off-Peak, Semi-Peak if applicable)
- (4) Demand information for each account (broken down by Peak, Off-Peak, Semi-Peak if applicable)
- (5) Total energy charge (broken down by energy charges and demand charges)
- (6) Applicable RES Energy Credit for each account
- (7) UDC "pass through" charges for UDC services broken out in detail for each account in a manner consistent with RES/UDC arrangements and ICC requirements.
- (8) All information required by the ICC to be included on customer invoices.

This amendment incorporates the following changes to **Clause C800.100 STATEMENT OF WORK/SPECIFICATIONS (ELECTRICITY), paragraph C, Invoicing and Payment:**

- (c) **INVOICING AND PAYMENT (for accounts in ILLINOIS POWER COMPANY):** The Government will utilize Consolidated UDC Billing for all accounts awarded as a result of this solicitation. The contractor must submit all invoice information to the appropriate UDC under the terms of the applicable Retail Access Rule, in accordance with terms of its EGS/UDC Service Agreement. All invoicing shall be based on metered quantities at the service point for each account. The contractor may only invoice for charges allowed under the terms and conditions of the contract. Any costs associated with Consolidated UDC Billing shall be the responsibility of the Contractor and shall be included as part of the offered price.

For the purposes of this contract, the address designated to receive invoices in accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAY 1999), paragraph (g), is considered to be that of the UDC in the service territory of which each account is located (i.e. the appropriate locations at ComEd, CILCO, Illinois Power, Ameren CIPS, Mid American).

For the purposes of this contract, the invoice to which reference is made in FAR 52.212-4, CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAY 1999), paragraph (i) refers to the energy portion of the Consolidated UDC Invoice forwarded to the Government for payment by the UDC.

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- (3) Total consumption for each account (broken down by Peak, Off-Peak, Semi-Peak if applicable)
- (4) Demand information for each account (broken down by Peak, Off-Peak, Semi-Peak if applicable)
- (5) Total energy charge (broken down by energy charges and demand charges)
- (6) Applicable RES Energy Credit for each account
- (7) UDC "pass through" charges for UDC services broken out in detail for each account in a manner consistent with RES/UDC arrangements and ICC requirements.
- (8) All information required by the ICC to be included on customer invoices.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE K		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 0005		3. EFFECTIVE DATE October 12, 2000		4. REQUISITION/PURCHASE REQ. NO. SC0600-00-0716		5. PROJECT NO. (If applicable)
6. ISSUED BY DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FT. BELVOIR, VA 22060-6222 FAX 703-767-8757 BUYER/SYMBOL – H. Yamada/DESC-APE PHONE – (703) 767-9412		SCO600		7. ADMINISTERED BY (If other than Item 6) CODE		SCO600
8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, State, and ZIP Code)				9a. AMENDMENT OF SOLICITATION NO. SP0600-00-R-0081		
				9b. DATED (SEE ITEM 11) September 6, 2000		
				10a. MODIFICATION OF CONTRACT/ORDER NO.		
				10b. DATED (SEE ITEM 13)		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<p><input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers.</p> <p>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. 12.05 CHANGES-FIXED PRICE (AUG 87)						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)						
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.01						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return ____ 1 ____ copies to the issuing office.						
13. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)						
The following revision has been made to Solicitation SP0600-R-0081:						
The account number for line item 1730w (88 th RSC) has been corrected to read 0720310001. Please see file 88 th RSC.xls for the revision.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME OF CONTRACTING OFFICER JOHN H. NELSON		
15B. NAME OF CONTRACTOR/OFFEROR BY _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

OFFICIAL FILE

DOCKET NO. 02-0479
ComEd EXHIBIT NO.

COMMONWEALTH EDISON COMPANY

Petition for declaration of service currently
provided under Rate 6L to 3 MW and greater
customers as a competitive service pursuant to
Section 16-113 of the Public Utilities Act and
approval of related tariff amendments.

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Docket No. 02 - 0479

AFFIDAVIT

I, Lawrence S. Alongi, being duly sworn on oath state as follows:

1. I have personal knowledge of the facts set forth in this affidavit, and if called to testify, I would be competent to testify to the facts set forth herein.
2. I am the Director of Distribution Pricing for Commonwealth Edison Company ("ComEd").
3. On July 18, 2002, I submitted direct pre-filed testimony in the Docket referenced above.
4. The direct pre-filed testimony was prepared under my supervision and control.
5. I have personal knowledge of all information contained therein.
6. If I were asked the questions contained in the direct pre-filed testimony today, my answers would be the same.

7. Further affiant sayeth not.

Lawrence S. Alongi
Lawrence S. Alongi

SUBSCRIBED AND SWORN to before me
this 12th day of September, 2002.

Leon N. Witek
NOTARY PUBLIC



STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

OFFICIAL FILE
02-0479
Gm 47

COMMONWEALTH EDISON COMPANY)
)
Petition for declaration of service currently)
provided under Rate 6L to 3 MW and greater)
customers as a competitive service pursuant to)
Section 16-113 of the Public Utilities Act and)
approval of related tariff amendments.)

Witness _____

Date 9/18/02 Referred @

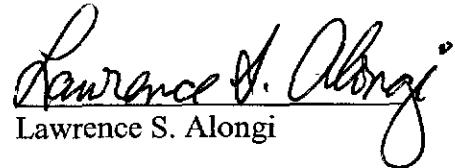
Docket No. 02 - 0479

AFFIDAVIT

I, Lawrence S. Alongi, being duly sworn on oath state as follows:

1. I have personal knowledge of the facts set forth in this affidavit, and if called to testify, I would be competent to testify to the facts set forth herein.
2. I am the Director of Distribution Pricing for Commonwealth Edison Company ("ComEd").
3. On July 18, 2002, I submitted rebuttal testimony in the Docket referenced above.
4. The rebuttal testimony was prepared under my supervision and control.
5. I have personal knowledge of all information contained therein.
6. If I were asked the questions contained in the rebuttal testimony today, my answers would be the same.

7. Further affiant sayeth not.


Lawrence S. Alongi

SUBSCRIBED AND SWORN to before me
this 12th day of September, 2002.


NOTARY PUBLIC

